

Exhibit A

Contractual Provisions In Governing Agreements For HSBC Bellwether Trusts

Plaintiffs' Burden of Proof

To succeed on their breach of contract claims, Plaintiffs must prove HSBC:

- 1) discovered Mortgage File deficiencies or defects, or mortgage loans that breached seller representations and warranties and materially and adversely affected the value of the loan, e.g., by increasing credit risk;
- 2) failed to seek cure or enforce repurchase of the loans by the party responsible for curing or repurchasing the loan; and
- 3) thereby caused injury to Plaintiffs. *See generally* Pooling and Servicing Agreement (“PSA”) § 2 (hereinafter “R&W Breaches/Document Deficiencies Duties”).

And/or:

- 1) received actual knowledge or written notice that events or actions constituting an Event of Default or Event of Termination occurred;
- 2) failed to exercise the same degree of care and skill as a prudent person would exercise under the circumstances to conduct its own affairs by failing to investigate and subsequently seek cure or enforce repurchase of mortgage loans that breached seller representations and warranties; and
- 3) thereby caused injury to Plaintiffs. *See generally* PSA §§ 7-8 or 8-9 (hereinafter “Events of Default and Prudent Person Duties”).

Plaintiffs' Use of Sampling

Plaintiffs will use sampling and re-underwriting to prove liability and the injury proximately caused by HSBC's breaches by:

- 1) establishing the existence of underlying breaches of representations and warranties in the loan pools;
- 2) proving liability for the trustee's failure to act following “discovery” of such breaches by seeking cure or repurchase of breaching loans;

- 3) proving liability for the trustee's failure to act as a prudent person upon gaining "actual knowledge" of Events of Default to seek cure or repurchase of any breaching loans; and
- 4) establishing and proving damages.

Trust & Plaintiffs	Theory	Provision ¹
ACE 2005-AG1 (BR; PL; NCUA; CB)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.03(a)</p> <p>Upon discovery or receipt of notice of any materially defective document in, or that a document is missing from, a Mortgage File or a breach by the Seller of any representation, warranty or covenant under the Mortgage Loan Purchase Agreement in respect of any Mortgage Loan that materially and adversely affects the value of such Mortgage Loan or the interest therein of the Certificateholders, the Trustee shall promptly notify the Seller and the Servicer . . . and request that the Seller deliver such missing document, cure such defect or breach within sixty (60) days from the date the Seller was notified of such missing document, defect or breach, and if the Seller does not deliver such missing document or cure such defect or breach in all material respects during such period, the Trustee shall enforce the obligations of the Seller under the Mortgage Loan Purchase Agreement to repurchase such Mortgage Loan . . . within ninety (90) days after the date on which the Seller was notified of such missing document, defect or breach, if and to the extent that the Seller is obligated to do so under the Mortgage Loan Purchase Agreement.</p>
ACE 2005-AG1 (BR; PL; NCUA; CB)	Events of Default and Prudent Person Duties	<p>§ 8.01(b)</p> <p>"Master Servicer Event of Default," whenever used herein, means any one of the following events:</p> <p>(i) any failure on the part of the Master Servicer duly to observe or perform in any material respect any other of the covenants or agreements on the part of the Master Servicer contained in this Agreement, or the breach by the Master Servicer of any representation and warranty contained in Section 2.04, which continues unremedied for a period of 30 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been</p>

¹ Unless otherwise indicated, the provision cited is from the applicable PSA governing the Trust.

Trust & Plaintiffs	Theory	Provision ¹
		<p>given to the Master Servicer by the Depositor or the Trustee or to the Master Servicer, the Depositor and the Trustee by the Holders of Certificates entitled to at least 25% of the Voting Rights</p> <p>For purposes of this Section 8.01(b), the Trustee shall not be deemed to have knowledge of a Master Servicer Event of Default unless a Responsible Officer of the Trustee assigned to and working in the Trustee's Corporate Trust Office has actual knowledge thereof or unless written notice of any event which is in fact such a Master Servicer Event of Default is received by the Trustee and such notice references the Certificates, the Trust or this Agreement.</p> <p>§ 9.01 During the continuance of a Master Servicer Event of Default, the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs. . . .</p> <p>(viii) The Trustee shall not be deemed to have notice of any default, Master Servicer Event of Default or Servicer Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by a Responsible Officer of the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Certificates and this Agreement</p>
ACE 2006-OP2 (BR; NCUA)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.03(a) Upon discovery or receipt of notice of any materially defective document in, or that a document is missing from, a Mortgage File or of a breach by the Sponsor of any representation, warranty or covenant under the Mortgage Loan Purchase Agreement in respect of any Mortgage Loan that materially and adversely affects the value of such Mortgage Loan or the interest therein of the Certificateholders, the Trustee shall promptly notify the Sponsor and the</p>

Trust & Plaintiffs	Theory	Provision ¹
		Servicer . . . and request that the Sponsor deliver such missing document, cure such defect or breach within sixty (60) days from the date the Sponsor was notified of such missing document, defect or breach, and if the Sponsor does not deliver such missing document or cure such defect or breach in all material respects during such period, the Trustee shall enforce the obligations of the Sponsor under the Mortgage Loan Purchase Agreement to repurchase such Mortgage Loan . . . within ninety (90) days after the date on which the Sponsor was notified of such missing document, defect or breach, if and to the extent that the Sponsor is obligated to do so under the Mortgage Loan Purchase Agreement.
ACE 2006-OP2 (BR; NCUA)	Events of Default and Prudent Person Duties	<p>§ 8.01(b) “Master Servicer Event of Default,” wherever used herein, means any one of the following events: (i) any failure on the part of the Master Servicer duly to observe or perform in any material respect any other of the covenants or agreements on the part of the Master Servicer contained in this Agreement, or the breach by the Master Servicer of any representation and warranty contained in Section 2.04, which continues unremedied for a period of 30 days after the date on which written notice of such failure, or as otherwise set forth in this Agreement requiring the same to be remedied, shall have been given to the Master Servicer by the Depositor or the Trustee or to the Master Servicer, the Depositor and the Trustee by the Holders of Certificates entitled to at least 25% of the Voting Rights</p> <p>For purposes of this Section 8.01(b), the Trustee shall not be deemed to have knowledge of a Master Servicer Event of Default unless a Responsible Officer of the Trustee assigned to and working in the Trustee’s Corporate Trust Office has actual knowledge thereof or unless written notice of any event which is in fact such a Master Servicer Event of Default is</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>received by the Trustee and such notice references the Certificates, the Trust or this Agreement.</p> <p>§ 9.01 During the continuance of a Master Servicer Event of Default, the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.</p> <p>§ 9.02(a) (viii) The Trustee shall not be deemed to have notice of any default, Master Servicer Event of Default or Servicer Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by a Responsible Officer of the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Certificates and this Agreement</p>
DBALT 2006-AR5 (RP; BR)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.03(a) Upon discovery or receipt of notice of any materially defective document in, or that a document is missing from, a Mortgage File or of a breach by the Seller of any representation, warranty or covenant under the Mortgage Loan Purchase Agreement in respect of any Loan that materially and adversely affects the value of such Loan or the interest therein of the Certificateholders, the Trustee shall promptly notify the Seller . . . and request that the Seller deliver such missing document, cure such defect or breach within 60 days from the date the Seller was notified of such missing document, defect or breach, and if the Seller does not deliver such missing document or cure such defect or breach in all material respects during such period, the Trustee shall enforce the obligations of the Seller under the Mortgage Loan Purchase Agreement to repurchase such Loan . . . within 90 days after the date on which the Seller was notified of such missing document, defect or breach, if and to the extent that the Seller is obligated to do so under the Mortgage Loan Purchase Agreement.</p>

Trust & Plaintiffs	Theory	Provision ¹
DBALT 2006-AR5 (RP; BR)	Events of Default and Prudent Person Duties	<p>§ 8.01(a) “Master Servicer Event of Default,” wherever used herein, means any one of the following events: ... (ii) any failure on the part of the Master Servicer duly to observe or perform in any material respect any other of the covenants or agreements on the part of the Master Servicer contained in this Agreement, or the breach by the Master Servicer of any representation and warranty contained in Section 2.5, which continues unremedied for a period of 30 days after the date on which written notice of such failure, or as otherwise set forth in this Agreement, requiring the same to be remedied, shall have been given to the Master Servicer by the Depositor or the Trustee. . . .</p> <p>For purposes of this Section 8.1, the Trustee shall not be deemed to have knowledge of a Master Servicer Event of Default unless a Responsible Officer of the Trustee assigned to and working in the Trustee’s Corporate Trust Office has actual knowledge thereof or unless written notice of any event which is in fact such a Master Servicer Event of Default is received by the Trustee and such notice references the Certificates, the Trust or this Agreement.</p> <p>§ 9.1 During the continuance of a Master Servicer Event of Default, the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person’s own affairs.</p> <p>§ 9.2(a) (ix) The Trustee shall not be deemed to have notice of any default or Master Servicer Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Trustee at the</p>

Trust & Plaintiffs	Theory	Provision ¹
		Corporate Trust Office of the Trustee, and such notice references the Certificates and this Agreement.
DBALT 2007-OA1 (BR; NCUA)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.03(a)</p> <p>Upon discovery or receipt of notice of any materially defective document in, or that a document is missing from, a Mortgage File or of a breach by the Seller of any representation, warranty or covenant under the Mortgage Loan Purchase Agreement in respect of any Loan that materially and adversely affects the value of such Loan or the interest therein of the Certificateholders, the Trustee shall promptly notify the Seller . . . and request that the Seller deliver such missing document, cure such defect or breach within 60 days from the date the Seller was notified of such missing document, defect or breach, and if the Seller does not deliver such missing document or cure such defect or breach in all material respects during such period, the Trustee shall enforce the obligations of the Seller under the Mortgage Loan Purchase Agreement to repurchase such Loan . . . within 90 days after the date on which the Seller was notified of such missing document, defect or breach, if and to the extent that the Seller is obligated to do so under the Mortgage Loan Purchase Agreement.</p>
DBALT 2007-OA1 (BR; NCUA)	Events of Default and Prudent Person Duties	<p>§ 7.01(a)</p> <p>“Master Servicer Event of Default,” whenever used herein, means any one of the following events:</p> <p>. . .</p> <p>(ii) any failure on the part of the Master Servicer duly to observe or perform in any material respect any other of the covenants or agreements on the part of the Master Servicer contained in this Agreement, or the breach by the Master Servicer of any representation and warranty contained in Section 2.5, which continues unremedied for a period of 30 days after the date on which written notice of such failure, as otherwise set forth in this Agreement, requiring the</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>same to be remedied, shall have been given to the Master Servicer by the Depositor or the Trustee</p> <p>For purposes of this Section 7.1, the Trustee shall not be deemed to have knowledge of a Master Servicer Event of Default unless a Responsible Officer of the Trustee assigned to and working in the Trustee's Corporate Trust Office has actual knowledge thereof or unless written notice of any event which is in fact such a Master Servicer Event of Default is received by the Trustee and such notice references the Certificates, the Trustee or this Agreement.</p> <p>§ 8.1 During the continuance of a Master Servicer Event of Default, the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.</p> <p>§ 8.2(a) (ix) The Trustee shall not be deemed to have notice of any default or Master Servicer Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Certificates and this Agreement</p>
FHLT 2006-C (RP; BR; PL; NCUA)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.02 The Trustee or the Trust Administrator, as applicable, shall ascertain that all documents in the Custodial File required to be reviewed by it are in its possession, and shall deliver to the Depositor, the Master Servicer and the Servicer the Initial Certification on the Closing Date, and shall deliver to the Depositor and the Servicer a Document Certification and Exception Report, in the form annexed hereto as Exhibit F, within 90 days after the Closing Date to the effect that, as to each Mortgage Loan listed in the Mortgage Loan Schedule (other than any</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>Mortgage Loan paid in full or any Mortgage Loan specifically identified in such certification as an exception and not covered by such certification): (i) all documents required to be received by it are in its possession; (ii) such documents have been reviewed by it and appear regular on their face and relate to such Mortgage Loan; (iii) based on its examination and only as to the foregoing documents, the information set forth in items (i), (ii) and (xii) of the Mortgage Loan Schedule and items (1), (2), (3) and (13) of the Data Tape Information respecting such Mortgage Loan is correct; and (iv) each Mortgage Note has been endorsed as provided in Section 2.01 of this Agreement.</p> <p>§ 2.03(b) Upon discovery by any of the Originator, the Depositor, the Trustee, the Trust Administrator, the Master Servicer or the Servicer of a breach of any of the foregoing representations and warranties, the party discovering such breach shall give prompt written notice to the others.</p> <p>§ 2.03(c) Within 30 days of the earlier of either discovery by or notice to the Originator that any Mortgage Loan does not conform to the requirements as determined in the Trustee's or the Trust Administrator's review of the related Custodial File or within 60 days of the earlier of either discovery by or notice to the Originator of any breach of a representation or warranty set forth in Schedule IV hereto, that materially and adversely affects the value of any Mortgage Loan or the interest of the Trustee or the Certificateholders therein, the Originator shall use its best efforts to cause to be remedied a material defect in a document constituting part of a Mortgage File or promptly to cure such breach in all material respects and, if such defect or breach cannot be remedied, the Originator shall, (i) if such 30- or 60-day period, as applicable, expires prior to the second anniversary of the Closing Date, remove such related Mortgage Loan . . . from the Trust Fund and substitute in its place a Qualified Substitute Mortgage Loan . . . or (ii) repurchase such Mortgage Loan at the Repurchase Price . . .</p> <p>§ 3.11(a)(xi)</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>The Servicer and the Trust Administrator, respectively, shall, from time to time, make withdrawals from the Collection Account or the Distribution Account, as applicable, for any of the following purposes or as described in Section 4.01:</p> <p>...</p> <p>to reimburse the Servicer, the Master Servicer, the Swap Administrator, the Trust Administrator or the Trustee, as the case may be, for expenses reasonably incurred in respect of the breach or defect giving rise to the repurchase obligation under Section 2.03 of this Agreement that were included in the Repurchase Price of the Mortgage Loan, including any expenses arising out of the enforcement of the repurchase obligation, to the extent not otherwise paid pursuant to the terms hereof</p>
FHLT 2006-C (RP; BR; PL; NCUA)	Events of Default and Prudent Person Duties	<p>§ 7.01(c)</p> <p>If any one of the following events (“Master Servicer Events of Termination”) shall occur and be continuing:</p> <p>...</p> <p>(ii) any failure on the part of the Master Servicer duly to observe or perform in any material respect any of the covenants or agreements on the part of the Master Servicer contained in this Agreement, or the breach by the Master Servicer of any representation and warranty contained in Section 2.07, which continues unremedied for a period of 30 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Master Servicer by the Depositor, the Trustee, or to the Master Servicer, the Depositor and the Trustee by the Holders of Certificates entitled to at least 25% of the Voting Rights</p> <p>For purposes of this Section 7.01(c), the Trustee shall not be deemed to have knowledge of a Master Servicer Event of Termination unless a Responsible Officer of the Trustee assigned to and working in the Trustee’s Corporate Trust Office has actual knowledge thereof or unless written notice of any event which is in fact such a Master Servicer Event of Termination is received by the Trustee and such notice references the Certificates, the Trust or this Agreement.</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>§ 8.01</p> <p>In case a Master Servicer Event of Termination has occurred and remains uncured, the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs. . . .</p> <p>Neither the Trustee nor the Trust Administrator shall be deemed to have knowledge of a Servicer Event of Default or Master Servicer Event of Termination unless a Responsible Officer of the Trustee or the Trust Administrator, respectively, has actual knowledge thereof or unless written notice of any event which is in fact such a Servicer Event of Default or Master Servicer Event of Termination is received by the Trustee or the Trust Administrator, respectively, and such notice references any of the Certificates, the Trust, the REMICs or this Agreement.</p>
MHL 2007-1 (BR; NCUA)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.03(a)</p> <p>Upon discovery or receipt of notice of any materially defective document in, or that a document is missing from, a Mortgage File or of a breach by the Sponsor of any representation, warranty or covenant under the Mortgage Loan Purchase Agreement or the Subsequent Mortgage Loan Purchase Agreement in respect of any Mortgage Loan that materially and adversely affects the value of such Mortgage Loan or the interest therein of the Holders . . . the Trustee shall promptly notify the Sponsor and the related Servicer . . . and request that the Sponsor deliver such missing document, cure such defect or breach within sixty (60) days from the date the Sponsor was notified of such missing document, defect or breach, and if the Sponsor does not deliver such missing document or cure such defect or breach in all material respects during such period, the Trustee shall enforce the obligations of the Sponsor under the Mortgage Loan Purchase Agreement or the Subsequent Mortgage Loan Purchase Agreement, as applicable, to repurchase such Mortgage Loan . . . within ninety (90) days after the date on which the Sponsor was notified of such missing document, defect or breach, if and to the extent that the Sponsor is obligated to do so under the Mortgage Loan Purchase Agreement or the Subsequent Mortgage Loan Purchase Agreement, as applicable.</p>

Trust & Plaintiffs	Theory	Provision ¹
MHL 2007-1 (BR; NCUA)	Events of Default and Prudent Person Duties	<p>§ 8.01(b) “Master Servicer Event of Default,” whenever used herein, means any one of the following events: (i) any failure on the part of the Master Servicer duly to observe or perform in any material respect any other of the covenants or agreements on the part of the Master Servicer contained in this Agreement, or the breach by the Master Servicer of any representation and warranty contained in Section 2.04, which continues unremedied for a period of 30 days after the date on which written notice of such failure, or as otherwise set forth in this Agreement requiring the same to be remedied, shall have been given to the Master Servicer by the Depositor or the Trustee or to the Master Servicer, the Depositor and the Trustee by the Holders of Certificates entitled to at least 25% of the Voting Rights</p> <p>For purposes of this Section 8.01(b), the Trustee shall not be deemed to have knowledge of a Master Servicer Event of Default unless a Responsible Officer of the Trustee assigned to and working in the Trustee’s Corporate Trust Office has actual knowledge thereof or unless written notice of any event which is in fact such a Master Servicer Event of Default is received by the Trustee and such notice references the Certificates, the Trust or this Agreement.</p> <p>§ 9.01 During the continuance of a Master Servicer Event of Default, the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person’s own affairs.</p> <p>§ 9.02(a) (viii) The Trustee shall not be deemed to have notice of any default, Master Servicer Event of Default or Servicer Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is</p>

Trust & Plaintiffs	Theory	Provision ¹
		received by a Responsible Officer of the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Certificates and this Agreement
MLMBS 2007-2 (BR)	R&W Breaches/Document Deficiencies Duties	<p>Sale and Servicing Agreement § 2.03(b) If the Depositor, the Seller, the Securities Administrator, the Issuing Entity or the Indenture Trustee discovers a breach of any of the representations and warranties set forth in the Mortgage Loan Purchase Agreement or Assignment Agreement, which breach materially and adversely affects the value of the interests of the Issuing Entity, the Noteholders or the Indenture Trustee in the related Mortgage Loan, the party discovering the breach shall give prompt written notice of the breach to the other parties. The Seller, within 60 days of its discovery or receipt of notice that such breach has occurred (whichever occurs earlier), shall cure the breach in all material respects or, subject to the Mortgage Loan Purchase Agreement, shall purchase the Mortgage Loan or any property acquired with respect thereto from the Issuing Entity. . . .</p> <p>Sale and Servicing Agreement § 2.02(a) If the Custodian finds any document constituting part of the Mortgage File has not been executed or received, or is unrelated, determined on the basis of the Mortgagor name, original principal balance and loan number, to the Mortgage Loans identified in Exhibit A, or does not conform on its face to the review criteria specified in this Section (a “Material Defect”), the Custodian shall notify the Depositor, the Seller and the Indenture Trustee of such Material Defect in writing. In accordance with the Mortgage Loan Purchase Agreement, the Seller shall correct or cure any such Material Defect within ninety (90) days from the date of notice from the Custodian of the defect and if the Seller fails to correct or cure the Material Defect within the relevant period, the Indenture Trustee shall enforce the Seller’s obligation under the Mortgage Loan Purchase Agreement within ninety (90) days from the Indenture Trustee’s notification to provide a Substitute Mortgage Loan or purchase such Mortgage Loan at the Repurchase Price. . . .</p>

Trust & Plaintiffs	Theory	Provision ¹
MLMBS 2007-2 (BR)	Events of Default and Prudent Person Duties	<p>Sale and Servicing Agreement § 6.02 “Master Servicer Event of Default,” wherever used herein, means any one of the following events (whatever the reason for such Master Servicer Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) and only with respect to the defaulting Master Servicer:</p> <p>....</p> <p>(ii) The Master Servicer fails to observe or perform in any material respect any other material covenants and agreements set forth in this Agreement to be performed by it, which covenants and agreements materially affect the rights of Noteholders, and such failure continues unremedied for a period of 60 days (or 10 days in the case of covenants and agreements contained in Section 3.15 or Section 3.16 of this Agreement) after the date on which written notice of such failure, properly requiring the same to be remedied, shall have been given to the Master Servicer by the Indenture Trustee or to the Master Servicer and the Indenture Trustee by the Holders of Notes aggregating at least 25% of the Note Principal Balance of the Notes. . . .</p> <p>Indenture § 6.01(a) If an Event of Default has occurred and is continuing, the Indenture Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person’s own affairs.</p> <p>Indenture § 6.01(h) The Indenture Trustee shall not be deemed to have notice or knowledge of any Default or Event of Default unless a Responsible Officer of the Indenture Trustee has actual knowledge thereof or unless written notice of any such event.</p>

Trust & Plaintiffs	Theory	Provision ¹
MSM 2004-2AR (BR)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.05(a) Upon discovery by the Depositor, the Seller or the related Originator or receipt of written notice of any materially defective document in, or, following the date of delivery to the Trustee of the Custodian's certifications as required under the related Custodial Agreements, that a document is missing from, a Trustee Mortgage File, or discovery by the Trustee, the Depositor, the Seller or the related Originator of the breach by such Originator or Seller of any representation or warranty under the related Purchase and Servicing Agreement, as modified by the Acknowledgement, in the case of the Originator, or under this Agreement, in the case of the Seller, in respect of any Mortgage Loan which materially adversely affects the value of that Mortgage Loan or the interest therein of the Certificateholders (a "Defective Mortgage Loan"). . . the Trustee, or its designee, shall promptly notify the Depositor and the Seller or the related Originator, as applicable, in writing of such nonconforming or missing document or breach and request that the Seller or related Originator deliver such missing document or cure or cause the cure of such defect or breach within a period of time specified in the related Purchase and Servicing Agreement, and if the Seller or related Originator, as applicable, does not deliver such missing document or cure such defect or breach in all material respects during such period, the Trustee, shall enforce the obligations of the related Originator under the related Purchase and Servicing Agreement. . . .</p>
MSM 2004-2AR (BR)	Events of Default and Prudent Person Duties	<p>§ 6.14(a) The occurrence of any one or more of the following events shall constitute an "Event of Default": . . . (ii) Any failure on the part of the Master Servicer duly to observe or perform in any material respect any other of the covenants or agreements (other than those referred to in (viii) and (ix) below) on the part of the Master Servicer contained in this Agreement which continues unremedied for a period of 30 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Master Servicer by the Trustee or the Securities Administrator, or to the Master Servicer, the Securities Administrator and the</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>Trustee by the Holders of more than 50% of the Aggregate Voting Interests of the Certificates. . . .</p> <p>§ 6.01(a) If an Event of Default has occurred and has not otherwise been cured or waived, the Trustee or the Securities Administrator shall exercise such of the rights and powers vested in it by this Agreement and use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs, unless the Trustee is acting as master servicer, in which case it shall use the same degree of care and skill (in its capacity as successor Master Servicer) as a master servicer hereunder.</p> <p>§ 6.01(c) For all purposes under this Agreement, the Trustee shall not be deemed to have notice of any Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Holders of the Certificates and this Agreement. . . .</p>
NAA 2005-AR6 (BR; PL)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.03(c) Upon discovery by any of the parties hereto of a breach of a representation or warranty set forth in Section 2.03(b)(viii), (ix) and (x) and Section 8 of the Mortgage Loan Purchase Agreement that materially and adversely affects the interests of the Certificateholders in any Mortgage Loan, the party discovering such breach shall give prompt written notice thereof to the other parties. The Seller hereby covenants with respect to the representations and warranties set forth in Section 2.03(b)(viii), (ix) and (x) and Section 8 of the Mortgage Loan Purchase Agreement, that within ninety (90) days of the discovery of a breach of any representation or warranty set forth therein that materially and adversely affects the interests of the Certificateholders in any Mortgage Loan, it shall cure such breach in all material respects and, if such breach is not so cured, (i) prior to the second anniversary of the Closing Date, remove such Mortgage Loan (a "Deleted Mortgage Loan") from the Trust Fund and substitute in its place a Replacement</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>Mortgage Loan, in the manner and subject to the conditions set forth in this Section; or (ii) repurchase the affected Mortgage Loan or Mortgage Loans from the Trustee. . . . The Seller shall promptly reimburse the Trustee for any expenses reasonably incurred by the Trustee in respect of enforcing the remedies for such breach.</p> <p>§ 2.02(c) No later than 180 days after the Closing Date, the Custodian on the Trustee's behalf will review, for the benefit of the Certificateholders, the Mortgage Files and will execute and deliver or cause to be executed and delivered to the Seller and the Trustee, a final trust receipt substantially in the form annexed to the Custodial Agreement. In conducting such review, the Custodian on the Trustee's behalf and in accordance with the terms of the Custodial Agreement will ascertain whether each document required to be recorded has been returned from the recording office with evidence of recording thereon and the Custodian on the Trustee's behalf has received either an original or a copy thereof, as required in the Custodial Agreement. If the Custodian finds that any document with respect to a Mortgage Loan has not been received, or is unrelated to the Mortgage Loans identified in Exhibit B or appears to be defective on its face, the Custodian shall note such defect in the exception report attached the final trust receipt issued pursuant to the Custodial Agreement and the Seller shall correct or cure any such defect or, if prior to the end of the second anniversary of the Closing Date, the Seller may substitute for the related Mortgage Loan a Replacement Mortgage Loan, which substitution shall be accomplished in the manner and subject to the conditions set forth in Section 2.03 or shall deliver to the Trustee an Opinion of Counsel to the effect that such defect does not materially or adversely affect the interests of Certificateholders in such Mortgage Loan within sixty (60) days from the date of notice from the Trustee of the defect and if the Seller is unable within such period to correct or cure such defect, or to substitute the related Mortgage Loan with a Replacement Mortgage Loan or to deliver such opinion, the Seller shall, subject to Section 2.03, within ninety (90) days from the notification of the Trustee, purchase such Mortgage Loan at the Purchase Price; provided, however, that if such defect relates solely to the inability of the Seller to deliver the Mortgage, assignment thereof to the Trustee or intervening assignments thereof with evidence of recording thereon, because</p>

Trust & Plaintiffs	Theory	Provision ¹
		such documents have not been returned by the applicable jurisdiction, the Seller shall not be required to purchase such Mortgage Loan, if the Seller delivers such documents promptly upon receipt, but in no event later than 360 days after the Closing Date.
NAA 2005-AR6 (BR; PL)	Events of Default and Prudent Person Duties	<p>§ 8.01(a) In case one or more of the following events of default by the Servicer (each, a “Servicer Default”) shall occur and be continuing, that is to say:</p> <p>...</p> <p>(ii) failure on the part of the Servicer to duly observe or perform in any material respect any other of the covenants or agreements on the part of the Servicer set forth in this Agreement (other than those described in (viii) and (ix) below), the breach of which has a material adverse effect and which continue unremedied for a period of thirty days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Servicer by the Master Servicer or to the Servicer and the Master Servicer by the holders of Certificates evidencing not less than twenty-five percent (25%) of the Voting Rights evidenced by the Certificates. . . .</p> <p>§ 8.01(b) In case one or more of the following events of default by the Master Servicer (each, a “Master Servicer Default”) shall occur and be continuing, that is to say: . . .</p> <p>(i) any failure on the part of the Master Servicer duly to observe or perform in any material respect any other of the covenants or agreements on the part of the Master Servicer contained in this Agreement, or the breach by the Master Servicer of any representation and warranty contained in Section 2.03, which continues unremedied for a period of thirty (30) days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Master Servicer by the Depositor or the Trustee or to the Master Servicer, the Depositor and the Trustee by the Holders of Certificates entitled to at least twenty-five percent (25%) of the Voting Rights;</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>§ 9.01(a) If a Master Servicer Default has occurred and has not been cured or waived, the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such Person's own affairs. Any permissive right of the Trustee enumerated in this Agreement shall not be construed as a duty.</p> <p>§ 9.01(d) The Trustee shall not be required to take notice or be deemed to have notice or knowledge of any default or Master Servicer Default unless a Responsible Officer of the Trustee shall have actual knowledge thereof. In the absence of such notice, the Trustee may conclusively assume there is no such default or Master Servicer Default. . . .</p>
NHELI 2007-1 (BR; NCUA)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.02(c) No later than 180 days after the Closing Date, the Custodian on the Trustee's behalf will review, for the benefit of the Certificateholders, the Mortgage Files and will execute and deliver or cause to be executed and delivered to the Sponsor and the Trustee, a final trust receipt substantially in the form annexed to the Custodial Agreement. In conducting such review, the Custodian on the Trustee's behalf and in accordance with the terms of the Custodial Agreement will ascertain whether each document required to be recorded has been returned from the recording office with evidence of recording thereon and the Custodian on the Trustee's behalf has received either an original or a copy thereof, as required in the Custodial Agreement. If the Custodian finds that any document with respect to a Mortgage Loan has not been received, or is unrelated to the Mortgage Loans identified in Exhibit B or appears to be defective on its face, the Custodian shall note such defect in the exception report attached the final trust receipt issued pursuant to the Custodial Agreement and the Sponsor shall correct or cure any such defect or, if prior to the end of the second anniversary of the Closing Date, the Sponsor may substitute for the related Mortgage Loan a Replacement Mortgage Loan, which substitution shall be accomplished in the manner and subject to the conditions set forth in Section 2.03 or shall deliver to the Trustee an Opinion of Counsel to the</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>effect that such defect does not materially or adversely affect the interests of Certificateholders in such Mortgage Loan within sixty (60) days from the date of notice from the Trustee of the defect and if the Sponsor is unable within such period to correct or cure such defect, or to substitute the related Mortgage Loan with a Replacement Mortgage Loan or to deliver such opinion, the Sponsor shall, subject to Section 2.03, within ninety (90) days from the notification of the Trustee, purchase such Mortgage Loan at the Purchase Price; provided, however, that if such defect relates solely to the inability of the Sponsor to deliver the Mortgage, assignment thereof to the Trustee or intervening assignments thereof with evidence of recording thereon, because such documents have not been returned by the applicable jurisdiction, the Sponsor shall not be required to purchase such Mortgage Loan, if the Sponsor delivers such documents promptly upon receipt, but in no event later than 360 days after the Closing Date.</p> <p>§ 2.02(d) The obligation of the Sponsor to cure, repurchase or substitute for any Mortgage Loan as to which a defect in a constituent document exists shall be the sole remedies respecting such defect available to the Certificateholders or to the Trustee on their behalf. The Sponsor shall promptly reimburse the Trustee for any expenses incurred by the Trustee in respect of enforcing the remedies for such breach.</p> <p>§ 2.03(c) Upon discovery by any of the parties hereto of a breach of a representation or warranty set forth in Section 2.03(c)(viii), (ix) and (x) and Section 8 of the Mortgage Loan Purchase Agreement that materially and adversely affects the interests of the Certificateholders in any Mortgage Loan, the party discovering such breach shall give prompt written notice thereof to the other parties. The Sponsor hereby covenants with respect to the representations and warranties set forth in Section 2.03(c)(viii), (ix) and (x) and Section 8 of the Mortgage Loan Purchase Agreement, that within ninety (90) days of the discovery of a breach of any representation or warranty set forth therein that materially and adversely affects the interests of the Certificateholders in any Mortgage Loan, it shall cure such breach in all material</p>

Trust & Plaintiffs	Theory	Provision ¹
		respects and, if such breach is not so cured, (i) prior to the second anniversary of the Closing Date, remove such Mortgage Loan . . . and substitute in its place a Replacement Mortgage Loan . . . or (ii) repurchase the affected Mortgage Loan or Mortgage Loans from the Trustee The Sponsor shall promptly reimburse the Trustee for any expenses reasonably incurred by the Trustee in respect of enforcing the remedies for such breach.
NHELI 2007-1 (BR; NCUA)	Events of Default and Prudent Person Duties	<p>§ 8.01(b) In case one or more of the following events of default by the Master Servicer (each, a “Master Servicer Default”) shall occur and be continuing, that is to say: (i) any failure on the part of the Master Servicer duly to observe or perform in any material respect any other of the covenants or agreements on the part of the Master Servicer contained in this Agreement, or the breach by the Master Servicer of any representation and warranty contained in Section 2.03, which continues unremedied for a period of thirty (30) days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Master Servicer by the Depositor or the Trustee or to the Master Servicer, the Depositor and the Trustee by the Holders of Certificates entitled to at least twenty-five percent (25%) of the Voting Rights</p> <p>For purposes of this Section 8.01, the Trustee shall not be deemed to have knowledge of a Master Servicer Default unless a Responsible Officer of the Trustee assigned to and working in the Trustee’s Corporate Trust Office has actual knowledge thereof or unless written notice of any event which is in fact such a Master Servicer Default is received by the Trustee and such notice references the Certificates, the Trust Fund or this Agreement.</p> <p>§ 9.01(a) If a Servicer Default with respect to Wells Fargo or a Master Servicer Default has occurred and has not been cured or waived, the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise, as a</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>prudent person would exercise or use under the circumstances in the conduct of such Person's own affairs.</p> <p>§ 9.01(d) The Trustee shall not be required to take notice or be deemed to have notice or knowledge of any default, Servicer Default with respect to Wells Fargo or Master Servicer Default unless a Responsible Officer of the Trustee shall have actual knowledge thereof.</p>
OPMAC 2005-1 (BR)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.04 Upon the discovery by the Company, the Master Servicer, the Securities Administrator or the Trustee of a breach of any of the representations and warranties made in the Mortgage Loan Purchase Agreement in respect of any Mortgage Loan which materially and adversely affects the value of a Mortgage Loan or the interests of the Certificateholders in such Mortgage Loan, the party discovering such breach shall give prompt written notice to the other parties. The Trustee shall promptly notify the Seller of such breach and request that the Seller shall, within 90 days from the date that the Seller was notified or otherwise obtained knowledge of such breach, either (i) cure such breach in all material respects or (ii) purchase such Mortgage Loan from the Trust Fund at the Purchase Price and in the manner set forth in Section 2.02. . . . In the event that the Seller elects to substitute a Qualified Substitute Mortgage Loan or Loans for a Deleted Mortgage Loan pursuant to this Section 2.04, the Trustee shall enforce the obligation of the Seller under the Mortgage Loan Purchase Agreement to deliver to the Custodian as agent for the Trustee and the Master Servicer, as appropriate, with respect to such Qualified Substitute Mortgage Loan or Loans, the original Mortgage Note, the Mortgage, an Assignment of the Mortgage in recordable form, and such other documents and agreements as are required by Section 2.01, with the Mortgage Note endorsed as required by Section 2.01.</p> <p>§ 2.02 If in the process of reviewing the Mortgage Files and preparing the certifications referred to above the Custodian as agent for the Trustee or the Master Servicer finds any document or</p>

Trust & Plaintiffs	Theory	Provision ¹
		documents constituting a part of a Mortgage File to be missing or defective in any material respect, the Custodian as agent for the Trustee shall promptly notify the Trustee, the Seller and the Company. The Custodian as agent for the Trustee shall promptly notify the Seller and the Securities Administrator of such defect and request that the Seller cure any such defect within 60 days from the date on which the Seller was notified of such defect, and if the Seller does not cure such defect in all material respects during such period, request on behalf of the Certificateholders that the Seller purchase such Mortgage Loan from the Trust Fund at the Purchase Price within 90 days after the date on which the Seller was notified of such defect; provided that if such defect would cause the Mortgage Loan to be other than a “qualified mortgage” as defined in Section 860G(a)(3) of the Code, any such cure or repurchase must occur within 90 days from the date such breach was discovered.
OPMAC 2005-1 (BR)	Events of Default and Prudent Person Duties	<p>§ 7.01 “Event of Default”, wherever used herein, means any one of the following events: . . . (ii) any failure on the part of the Master Servicer duly to observe or perform in any material respect any other of the covenants or agreements on the part of the Master Servicer contained in the Certificates or in this Agreement (including any breach of the Master Servicer’s representations and warranties pursuant to Section 2.03(a) which materially and adversely affects the interests of the Certificateholders) which continues unremedied for a period of 60 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Master Servicer by the Trustee or to the Master Servicer and the Trustee by the Holders of Certificates entitled to at least 25% of the Voting Rights. . . .</p> <p>§ 8.01 If an Event of Default occurs, is continuing and has not been waived, the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>§ 7.01</p> <p>For purposes of this Section 7.01, the Trustee shall not be deemed to have knowledge of an Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless notice of any event which is in fact such an Event of Default is received by the Trustee as provided in Section 11.05 and such notice references the Certificates, the Trust Fund or this Agreement.</p>
SEMT 2004-3 (BR)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.04(a)</p> <p>Upon (i) discovery or receipt by the Depositor of written notice of any materially defective document in, or, following the date of delivery to the Trustee of the Custodian's Final Trust Receipt as required under the Custody Agreement, that a document is missing from, a Trustee Mortgage File, or (ii) discovery by the Depositor, the Seller of the breach by the Seller of any representation or warranty under the Mortgage Loan Purchase and Sale Agreement in respect of any Mortgage Loan which materially adversely affects the value of that Mortgage Loan or the interest therein of the Certificateholders (a "Defective Mortgage Loan") (each of such parties hereby agreeing to give written notice thereof to the Trustee and the other of such parties), the Trustee, or its designee, shall promptly notify the Depositor in writing of such defective or missing document or breach and request that the Depositor deliver such missing document or cure or cause the cure of such defect or breach within 90 days from the date that the Depositor discovered or was notified of such missing document, defect or breach, and if the Depositor does not deliver such missing document or cure such defect or breach in all material respects during such period, the Trustee shall enforce the Seller's obligation under the Mortgage Loan Purchase and Sale Agreement and cause the Seller to repurchase that Mortgage Loan from the Trust Fund at the Purchase Price on or prior to the Determination Date following the expiration of such 90-day period (subject to Section 2.04(b) below). . . .</p>
SEMT 2004-3 (BR)	Events of Default and Prudent Person Duties	<p>§ 6.14(a)</p> <p>The occurrence of any one or more of the following events shall constitute an "Event of Default":</p> <p>. . .</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>(ii) Any failure on the part of the Master Servicer duly to observe or perform in any material respect any other of the covenants or agreements (other than those referred to in (viii) and (ix) below) on the part of the Master Servicer contained in this Agreement which continues unremedied for a period of 30 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Master Servicer by the Trustee or the Securities Administrator, or to the Master Servicer, the Securities Administrator and the Trustee by the Holders of more than 50% of the Aggregate Voting Interests of the Certificates. . . .</p> <p>§ 6.01(a) If an Event of Default has occurred and has not otherwise been cured or waived, the Trustee or the Securities Administrator shall exercise such of the rights and powers vested in it by this Agreement and use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs, unless the Trustee is acting as Master Servicer, in which case it shall use the same degree of care and skill as the Master Servicer hereunder.</p> <p>§ 6.01(c) For all purposes under this Agreement, the Trustee shall not be deemed to have notice of any Event of Default (other than resulting from a failure by the Master Servicer to furnish information to the Trustee when required to do so) unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Holders of the Certificates and this Agreement. . . .</p>
SEMT 2004-4 (BR)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.04(a) Upon (i) discovery or receipt by the Depositor of written notice of any materially defective document in, or, following the date of delivery to the Trustee of the Custodian's Final Trust Receipt as required under the Custody Agreement, that a document is missing from, a Trustee Mortgage File, or (ii) discovery by the Depositor, the Seller of the breach by the Seller of any</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>representation or warranty under the Mortgage Loan Purchase and Sale Agreement in respect of any Mortgage Loan which materially adversely affects the value of that Mortgage Loan or the interest therein of the Certificateholders (a “Defective Mortgage Loan”) (each of such parties hereby agreeing to give written notice thereof to the Trustee and the other of such parties), the Trustee, or its designee, shall promptly notify the Depositor in writing of such defective or missing document or breach and request that the Depositor deliver such missing document or cure or cause the cure of such defect or breach within 90 days from the date that the Depositor discovered or was notified of such missing document, defect or breach, and if the Depositor does not deliver such missing document or cure such defect or breach in all material respects during such period, the Trustee shall enforce the Seller’s obligation under the Mortgage Loan Purchase and Sale Agreement and cause the Seller to repurchase that Mortgage Loan from the Trust Fund at the Purchase Price on or prior to the Determination Date following the expiration of such 90-day period (subject to Section 2.04(b) below). . . .</p>
SEMT 2004-4 (BR)	Events of Default and Prudent Person Duties	<p>§ 6.14(a) The occurrence of any one or more of the following events shall constitute an “Event of Default”: ... Any failure on the part of the Master Servicer duly to observe or perform in any material respect any other of the covenants or agreements (other than those referred to in (viii) and (ix) below) on the part of the Master Servicer contained in this Agreement which continues unremedied for a period of 30 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Master Servicer by the Trustee or the Securities Administrator, or to the Master Servicer, the Securities Administrator and the Trustee by the Holders of more than 50% of the Aggregate Voting Interests of the Certificates. . . .</p> <p>§ 6.01(a) If an Event of Default has occurred and has not otherwise been cured or waived, the Trustee or the Securities Administrator shall exercise such of the rights and powers vested in it by this</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>Agreement and use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs, unless the Trustee is acting as Master Servicer, in which case it shall use the same degree of care and skill as the Master Servicer hereunder.</p> <p>§ 6.01(c) For all purposes under this Agreement, the Securities Administrator shall not be deemed to have notice of any Event of Default (other than resulting from a failure by the Master Servicer to furnish information to the Securities Administrator when required to do so) unless a Responsible Officer of the Securities Administrator has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Securities Administrator at the address provided in Section 11.07, and such notice references the Holders of the Certificates and this Agreement. . . .</p>
SEMT 2004-5 (BR)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.04(a) Upon (i) discovery or receipt by the Depositor of written notice of any materially defective document in, or, following the date of delivery to the Trustee of the Custodian's Final Trust Receipt as required under the Custody Agreement, that a document is missing from, a Trustee Mortgage File, or (ii) discovery by the Depositor, the Seller of the breach by the Seller of any representation or warranty under the Mortgage Loan Purchase and Sale Agreement in respect of any Mortgage Loan which materially adversely affects the value of that Mortgage Loan or the interest therein of the Certificateholders (a "Defective Mortgage Loan") (each of such parties hereby agreeing to give written notice thereof to the Trustee and the other of such parties), the Trustee, or its designee, shall promptly notify the Depositor in writing of such defective or missing document or breach and request that the Depositor deliver such missing document or cure or cause the cure of such defect or breach within 90 days from the date that the Depositor discovered or was notified of such missing document, defect or breach, and if the Depositor does not deliver such missing document or cure such defect or breach in all material respects during such period, the Trustee shall enforce the Seller's obligation under the Mortgage Loan Purchase and Sale Agreement and cause the Seller to repurchase that</p>

Trust & Plaintiffs	Theory	Provision ¹
		Mortgage Loan from the Trust Fund at the Purchase Price on or prior to the Determination Date following the expiration of such 90-day period (subject to Section 2.04(b) below). . . .
SEMT 2004-5 (BR)	Events of Default and Prudent Person Duties	<p>§ 6.14(a) The occurrence of any one or more of the following events shall constitute an “Event of Default”: Any failure on the part of the Master Servicer duly to observe or perform in any material respect any other of the covenants or agreements (other than those referred to in (viii) and (ix) below) on the part of the Master Servicer contained in this Agreement which continues unremedied for a period of 30 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Master Servicer by the Trustee or the Securities Administrator, or to the Master Servicer, the Securities Administrator and the Trustee by the Holders of more than 50% of the Aggregate Voting Interests of the Certificates. . . .</p> <p>§ 6.01(a) If an Event of Default has occurred and has not otherwise been cured or waived, the Trustee or the Securities Administrator shall exercise such of the rights and powers vested in it by this Agreement and use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of such Person’s own affairs, unless the Trustee is acting as Master Servicer, in which case it shall use the same degree of care and skill as the Master Servicer hereunder.</p> <p>§ 6.01(c) For all purposes under this Agreement, the Trustee shall not be deemed to have notice of any Event of Default (other than resulting from a failure by the Master Servicer to furnish information to the Trustee when required to do so) unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a</p>

Trust & Plaintiffs	Theory	Provision ¹
		default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Holders of the Certificates and this Agreement. . . .
SEMT 2004-8 (BR)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.04(a)</p> <p>Upon (i) discovery or receipt by the Depositor of written notice of any materially defective document in a related Trustee Mortgage File or, following the date of delivery to the Trustee of a Custodian's Final Trust Receipt as required under any Custody Agreement, that a document is missing from a related Trustee Mortgage File, or (ii) discovery by the Depositor or the Seller of the breach by the Seller of any representation or warranty under the Mortgage Loan Purchase and Sale Agreement in respect of any Mortgage Loan, which materially adversely affects the value of that Mortgage Loan or the interest therein of the Certificateholders (a "Defective Mortgage Loan") (each of such parties hereby agreeing to give written notice thereof to the Trustee and the other of such parties), the Trustee, or its designee, shall promptly notify the Depositor in writing of such defective or missing document or breach and request that the Depositor deliver such missing document or cure or cause the cure of such defect or breach within 90 days from the date that the Depositor discovered or was notified of such missing document, defect or breach, and if the Depositor does not deliver such missing document or cure. . . the Trustee shall enforce the Seller's obligation under the Mortgage Loan Purchase and Sale Agreement and cause the Seller to repurchase that Mortgage Loan from the Trust Fund at the Purchase Price on or prior to the Determination Date following the expiration of such 90-day period. . . .</p>
SEMT 2004-8 (BR)	Events of Default and Prudent Person Duties	<p>§ 6.14(a)</p> <p>The occurrence of any one or more of the following events shall constitute an "Event of Default":</p> <p>. . .</p> <p>Any failure on the part of the Master Servicer duly to observe or perform in any material respect any other of the covenants or agreements (other than those referred to in (viii) and (ix) below) on the part of the Master Servicer contained in this Agreement which continues unremedied for a period of 30 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Master Servicer by the Trustee</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>or the Securities Administrator, or to the Master Servicer, the Securities Administrator and the Trustee by the Holders of more than 50% of the Aggregate Voting Interests of the Certificates. . . .</p> <p>§ 6.01(a) If an Event of Default has occurred and has not otherwise been cured or waived, the Trustee or the Securities Administrator shall exercise such of the rights and powers vested in it by this Agreement and use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs, unless the Trustee is acting as Master Servicer, in which case it shall use the same degree of care and skill as the Master Servicer hereunder.</p> <p>§ 6.01(c) For all purposes under this Agreement, the Trustee shall not be deemed to have notice of any Event of Default (other than resulting from a failure by the Master Servicer to furnish information to the Trustee when required to do so) unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Holders of the Certificates and this Agreement. . . .</p>
SEMT 2005-2 (BR)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.04(a) Upon (i) discovery or receipt by the Depositor of written notice of any materially defective document in a related Trustee Mortgage File or, following the date of delivery to the Trustee of a Custodian's Final Trust Receipt as required under any Custody Agreement, that a document is missing from a related Trustee Mortgage File, or (ii) discovery by the Depositor or the Seller of the breach by the Seller of any representation or warranty under the Mortgage Loan Purchase and Sale Agreement in respect of any Mortgage Loan, which materially adversely affects the value of that Mortgage Loan or the interest therein of the Certificateholders (a "Defective Mortgage Loan") (each of such parties hereby agreeing to give written notice thereof to the Trustee and the other of such parties), the Trustee, or its</p>

Trust & Plaintiffs	Theory	Provision ¹
		designee, shall promptly notify the Depositor in writing of such defective or missing document or breach and request that the Depositor deliver such missing document or cure or cause the cure of such defect or breach within 90 days from the date that the Depositor discovered or was notified of such missing document, defect or breach, and if the Depositor does not deliver such missing document or cure. . . the Trustee shall enforce the Seller's obligation under the Mortgage Loan Purchase and Sale Agreement and cause the Seller to repurchase that Mortgage Loan. . . .
SEMT 2005-2 (BR)	Events of Default and Prudent Person Duties	<p>§ 6.14(a) The occurrence of any one or more of the following events shall constitute an "Event of Default": ... (ii) Any failure on the part of the Master Servicer duly to observe or perform in any material respect any other of the covenants or agreements (other than those referred to in (viii) and (ix) below) on the part of the Master Servicer contained in this Agreement which continues unremedied for a period of 30 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Master Servicer by the Trustee or the Securities Administrator, or to the Master Servicer, the Securities Administrator and the Trustee by the Holders of more than 50% of the Aggregate Voting Interests of the Certificates. . . .</p> <p>§ 6.01 If an Event of Default has occurred and has not otherwise been cured or waived, the Trustee or the Securities Administrator shall exercise such of the rights and powers vested in it by this Agreement and use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs, unless the Trustee is acting as Master Servicer, in which case it shall use the same degree of care and skill as the Master Servicer hereunder.</p> <p>§ 6.01(c)</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>For all purposes under this Agreement, the Trustee shall not be deemed to have notice of any Event of Default (other than resulting from a failure by the Master Servicer to furnish information to the Trustee when required to do so) unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Holders of the Certificates and this Agreement.</p>
STALT 2006-1F (BR; PL)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.03(d) Upon discovery by any of the parties hereto of a breach of a representation or warranty set forth in Section 7 of the Mortgage Loan Purchase Agreement that materially and adversely affects the interests of the Certificateholders in any Mortgage Loan, the party discovering such breach shall give prompt written notice thereof to the other parties. The Sponsor hereby covenants with respect to the representations and warranties set forth in Section 7 of the Mortgage Loan Purchase Agreement, that within 90 days of the discovery of a breach of any representation or warranty set forth therein that materially and adversely affects the interests of the Certificateholders in any Mortgage Loan, it shall cure such breach in all material respects and, if such breach is not so cured, (i) if such 90-day period expires prior to the second anniversary of the Closing Date, remove such Mortgage Loan (a “Deleted Mortgage Loan”) from the Trust Fund and substitute in its place a Replacement Mortgage Loan, in the manner and subject to the conditions set forth in this Section; or (ii) repurchase the affected Mortgage Loan or Mortgage Loans from the Trustee at the Purchase Price. . . . The Sponsor shall promptly reimburse the Trustee for any expenses reasonably incurred by the Trustee in respect of enforcing the remedies for such breach.</p> <p>§ 2.02(b) No later than 180 days after the Closing Date, the Trustee or the Custodian on its behalf will review, for the benefit of the Certificateholders, the Mortgage Files and will execute and deliver or cause to be executed and delivered to the Sponsor and, if reviewed by the Custodian, the Trustee, a final certification in the form of Exhibit Three to the Custodial Agreement (the ‘Final Certification’). In conducting such review, the Trustee or the Custodian</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>on its behalf will ascertain whether each document required to be recorded has been returned from the recording office with evidence of recording thereon and the Trustee or the Custodian on its behalf has received either an original or a copy thereof, as required in Section 2.01 (provided, however, that with respect to those documents described in subclauses (iv) and (vi) of Section 2.01, such obligations shall extend only to documents actually delivered pursuant to such subclauses). If the Trustee or the Custodian on its behalf finds any document with respect to a Mortgage Loan has not been received, or to be unrelated, determined on the basis of the Mortgagor name, original principal balance and loan number, to the Mortgage Loans identified in Exhibit B or to appear defective on its face, the Trustee or the Custodian on its behalf shall note such defect in the exception report attached to the Final Certification and shall promptly notify the Sponsor. The Sponsor shall correct or cure any such defect or, if prior to the end of the second anniversary of the Closing Date, the Sponsor may substitute for the related Mortgage Loan a Replacement Mortgage Loan, which substitution shall be accomplished in the manner and subject to the conditions set forth in Section 2.03 or shall deliver to the Trustee an Opinion of Counsel addressed to the Trustee to the effect that such defect does not materially or adversely affect the interests of Certificateholders in such Mortgage Loan (such determination to be made within 60 days from the date of notice from the Trustee of the defect) and if the Sponsor is unable within such period to correct or cure such defect, or to substitute the related Mortgage Loan with a Replacement Mortgage Loan or to deliver such opinion, the Sponsor shall, subject to Section 2.03, within 90 days from the notification of the Trustee, purchase such Mortgage Loan at the Purchase Price; provided, however, that if such defect relates solely to the inability of the Sponsor to deliver the Mortgage, assignment thereof to the Trustee or intervening assignments thereof with evidence of recording thereon, because such documents have not been returned by the applicable jurisdiction, the Sponsor shall not be required to purchase such Mortgage Loan, if the Sponsor delivers such documents promptly upon receipt, but in no event later than 360 days after the Closing Date.</p>

Trust & Plaintiffs	Theory	Provision ¹
STALT 2006-1F (BR; PL)	Events of Default and Prudent Person Duties	<p>§ 9.01 Event of Default, wherever used herein, means any one of the following events: ... (ii) any failure by the Master Servicer to observe or perform in any material respect any other of the covenants or agreements on the part of the Master Servicer contained in this Agreement or any breach of a representation or warranty by the Master Servicer, which failure or breach shall continue unremedied for a period of 60 days after the date on which written notice of such failure shall have been given to Master Servicer by the Trustee or the Depositor, or to the Trustee and the Master Servicer by the Holders of Certificates evidencing not less than 25% of the Voting Rights evidenced by the Certificates. . .</p> <p>§ 9.05 In case one or more of the following events of default by the Servicer (each, a Servicer Default) shall occur and be continuing, that is to say: ... (ii) failure on the part of the Servicer duly to observe or perform in any material respect any other of the covenants or agreements (other than Sections 3.13 or 3.14) on the part of the Servicer set forth in this Agreement, the breach of which has a material adverse effect and which continue unremedied for a period of sixty days (except that such number of days shall be fifteen in the case of a failure to pay any premium for any insurance policy required to be maintained under this Agreement and such failure shall be deemed to have a material adverse effect) after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Servicer by the Master Servicer...</p> <p>§ 10.01(a) If an Event of Default has occurred and has not been cured or waived, the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and the same degree of care and skill in their exercise, as a prudent person would exercise under the circumstances in the conduct of such Person's own affairs.</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>§ 10.01(d)</p> <p>The Trustee shall not be required to take notice or be deemed to have notice or knowledge of any default or Event of Default unless a Responsible Officer of the Trustee shall have actual knowledge thereof. In the absence of such notice, the Trustee may conclusively assume there is no such default or Event of Default . . .</p>
WFHET 2006-2 (RP; BR)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.03(a)</p> <p>Upon discovery or receipt of written notice of any materially defective document in, or that a document is missing from, an Owner Mortgage File . . . or of a breach of a representation of warranty of the Depositor in Section 2.04 hereof, in respect of any Mortgage Loan and such breach materially adversely affects the value of such Mortgage Loan, Prepayment Penalty or the interest therein of the Certificateholders, the Trustee (or the Custodian) shall promptly (and in no event more than 30 days after completion of the review) notify the Depositor and the Servicer . . . and request that the Depositor cure such defect or breach or deliver such missing document within 60 days from the date the Depositor was notified of such missing document, breach or defect. If the Depositor does not deliver such missing document or cure such defect or cure such breach in all material respects during such period, the Depositor shall repurchase such Mortgage Loan It is understood and agreed that the obligations of the Depositor set forth in this Section 2.03(a) to cure, substitute for or repurchase a Mortgage Loan and to pay the Reimbursement Amount constitute the sole remedies available to the Certificateholders and to the Trustee on their behalf respecting a breach of the representations and warranties in Section 2.04 hereof.</p>
WFHET 2006-2 (RP; BR)	Events of Default and Prudent Person Duties	<p>§ 7.01(a)</p> <p>If any one of the following events (“Servicer Events of Termination”) shall occur and be continuing</p> <p>...</p> <p>(iii) The failure by the Servicer duly to observe or perform, in any material respect, any other covenants, obligations or agreements (other than any covenants or agreements of the Servicer</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>under Sections 3.19, 3.20 or 3.28) of the Servicer as set forth in this Agreement, which failure continues unremedied for a period of 60 days, after the date (A) on which written notice of such failure, requiring the same to be remedied, shall have been given to the Servicer by the Trustee, the Securities Administrator or by any Holder of a Certificate (other than a Residual Certificate) evidencing at least 25% of the Voting Interests or (B) actual knowledge of such failure by a Servicing Officer of the Servicer</p> <p>§ 8.01 If a Servicer Event of Termination has occurred (which has not been cured), of which a Responsible Officer of the Trustee has knowledge, the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs. . . .</p> <p>(iv) neither the Trustee nor the Securities Administrator shall be charged with knowledge of any failure by the Servicer to comply with the obligations of the Servicer referred to in clauses (i) and (ii) of Section 7.01(a) or any Servicer Event of Termination unless a Responsible Officer of the Trustee or the Securities Administrator obtains actual knowledge of such failure or the Trustee or the Securities Administrator receives written notice of such failure from the Servicer or the Majority Certificateholders.</p>
WFHET 2007-2 (BR; NCUA)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.03(a) Upon discovery or receipt of written notice of any materially defective document in, or that a document is missing from, an Owner Mortgage File . . . or of a breach of a representation of warranty of the Depositor in Section 2.04 hereof, in respect of any Mortgage Loan and such breach materially adversely affects the value of such Mortgage Loan, Prepayment Penalty or the interest therein of the Certificateholders, the Trustee (or the Custodian) shall promptly (and in no event more than 30 days after completion of the review) notify the Depositor and the Servicer . . . and request that the Depositor cure such defect or breach or deliver such missing document within 60 days from the date the Depositor was notified of such missing</p>

Trust & Plaintiffs	Theory	Provision ¹
		document, breach or defect. If the Depositor does not deliver such missing document or cure such defect or cure such breach in all material respects during such period, the Depositor shall repurchase such Mortgage Loan It is understood and agreed that the obligations of the Depositor set forth in this Section 2.03(a) to cure, substitute for or repurchase a Mortgage Loan and to pay the Reimbursement Amount constitute the sole remedies available to the Certificateholders and to the Trustee on their behalf respecting a breach of the representations and warranties in Section 2.04 hereof.
WFHET 2007-2 (BR; NCUA)	Events of Default and Prudent Person Duties	<p>§ 7.01(a) If any one of the following events (“Servicer Events of Termination”) shall occur and be continuing: . . . (iii) The failure by the Servicer duly to observe or perform, in any material respect, any other covenants, obligations or agreements (other than any covenants or agreements of the Servicer under Sections 3.19, 3.20 or 3.28) of the Servicer as set forth in this Agreement, which failure continues unremedied for a period of 60 days, after the date (A) on which written notice of such failure, requiring the same to be remedied, shall have been given to the Servicer by the Trustee, the Securities Administrator or by any Holder of a Certificate (other than a Residual Certificate) evidencing at least 25% of the Voting Interests or (B) actual knowledge of such failure by a Servicing Officer of the Servicer</p> <p>§ 8.01 If a Servicer Event of Termination has occurred (which has not been cured), of which a Responsible Officer of the Trustee has knowledge, the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person’s own affairs. . . .</p> <p>(iv) neither the Trustee nor the Securities Administrator shall be charged with knowledge of any failure by the Servicer to comply with the obligations of the Servicer referred to in clauses</p>

Trust & Plaintiffs	Theory	Provision ¹
		(i) and (ii) of Section 7.01(a) or any Servicer Event of Termination unless a Responsible Officer of the Trustee or the Securities Administrator obtains actual knowledge of such failure or the Trustee or the Securities Administrator receives written notice of such failure from the Servicer or the Majority Certificateholders.
WFMBS 2006-19 (BR)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.03(c) Upon discovery by any of the Depositor, the Master Servicer, the Trustee or the Custodian that any of the representations and warranties made in subsection (b) above is not accurate (referred to herein as a “breach”) and, except for a breach of the representation and warranty set forth in subsection (b)(i), where such breach is a result of the Cut-Off Date Principal Balance of a Mortgage Loan being greater, by \$1,000 or greater, than the Cut-Off Date Principal Balance of such Mortgage Loan indicated on the Mortgage Loan Schedule, that such breach materially and adversely affects the interests of the Certificateholders in the related Mortgage Loan, the party discovering such breach shall give prompt written notice (not to exceed two days after discovery) to the other parties to this Agreement and the Custodian (any Custodian being so obligated under a Custodial Agreement). Within 60 days of the earlier of its discovery or its receipt of notice of any such breach, the Depositor shall cure such breach in all material respects or shall either (i) repurchase the Mortgage Loan or any property acquired in respect thereof from the Trust Estate at a price equal to the Repurchase Price. . . .</p> <p>§ 2.02 If the Trustee receives written notice from the Custodian or the Master Servicer that the defect is not cured by the Depositor within 60 days after the Trustee’s notice, the Trustee shall enforce the Depositor’s obligation to repurchase such Mortgage Loan or substitute for such Mortgage Loan in accordance with the provisions of this Section 2.02.</p>
WFMBS 2006-19 (BR)	Events of Default and Prudent Person Duties	<p>§ 7.01 In case one or more of the following Events of Default by the Master Servicer shall occur and be continuing, that is to say: ...</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>(iii) any failure on the part of the Master Servicer duly to observe or perform in any material respect any other of the covenants or agreements on the part of the Master Servicer in the Certificates or in this Agreement, which continues unremedied for a period of 60 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Master Servicer by the Trustee or the Depositor, or to the Master Servicer and the Trustee by the holders of Certificates evidencing in the aggregate not less than 25% of the aggregate Voting Interest represented by all Certificates. . .</p> <p>§ 8.01 In case an Event of Default of which a Responsible Officer of the Trustee shall have actual knowledge has occurred (which has not been cured), the Trustee, subject to the provisions of Sections 7.01, 7.03, 7.04 and 7.05, shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.</p> <p>§ 8.01 The Trustee shall not be required to take notice or be deemed to have notice or knowledge of any default or Event of Default unless a Responsible Officer of the Trustee shall have received written notice or obtained actual knowledge thereof. In absence of such notice or actual knowledge, the Trustee may conclusively assume that there is no default or Event of Default.</p>
WFMBS 2006-6 (BR)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.03(c) Upon discovery by any of the Depositor, the Master Servicer, the Trustee or the Custodian that any of the representations and warranties made in subsection (b) above is not accurate (referred to herein as a "breach") and, except for a breach of the representation and warranty set forth in subsection (b)(i), where such breach is a result of the Cut-Off Date Principal Balance of a Mortgage Loan being greater, by \$5,000 or greater, than the Cut-Off Date Principal Balance of such Mortgage Loan indicated on the Mortgage Loan Schedule, that such breach materially and adversely affects the interests of the Certificateholders in the related</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>Mortgage Loan, the party discovering such breach shall give prompt written notice (not to exceed two days after discovery) to the other parties to this Agreement and the Custodian (any Custodian being so obligated under a Custodial Agreement). Within 60 days of the earlier of its discovery or its receipt of notice of any such breach, the Depositor shall cure such breach in all material respects or shall either (i) repurchase the Mortgage Loan or any property acquired in respect thereof from the Trust Estate at a price equal to the Repurchase Price. . . .</p> <p>§ 2.02 If the Trustee receives written notice from the Custodian or the Master Servicer that the defect is not cured by the Depositor within 60 days after the Trustee's notice, the Trustee shall enforce the Depositor's obligation to repurchase such Mortgage Loan or substitute for such Mortgage Loan in accordance with the provisions of this Section 2.02.</p>
WFMBS 2006-6 (BR)	Events of Default and Prudent Person Duties	<p>§ 7.01 In case one or more of the following Events of Default by the Master Servicer shall occur and be continuing, that is to say: ... (iii) any failure on the part of the Master Servicer duly to observe or perform in any material respect any other of the covenants or agreements on the part of the Master Servicer in the Certificates or in this Agreement, which continues unremedied for a period of 60 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Master Servicer by the Trustee or the Depositor, or to the Master Servicer and the Trustee by the holders of Certificates evidencing in the aggregate not less than 25% of the aggregate Voting Interest represented by all Certificates. . .</p> <p>§ 8.01 In case an Event of Default of which a Responsible Officer of the Trustee shall have actual knowledge has occurred (which has not been cured), the Trustee, subject to the provisions of Sections 7.01, 7.03, 7.04 and 7.05, shall exercise such of the rights and powers vested in it by</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>this Agreement, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.</p> <p>§ 8.01 The Trustee shall not be required to take notice or be deemed to have notice or knowledge of any default or Event of Default unless a Responsible Officer of the Trustee shall have received written notice or obtained actual knowledge thereof. In absence of such notice or actual knowledge, the Trustee may conclusively assume that there is no default or Event of Default.</p>
WFMBS 2006-7 (BR)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.03(c) Upon discovery by any of the Depositor, the Master Servicer, the Trustee or the Custodian that any of the representations and warranties made in subsection (b) above is not accurate (referred to herein as a "breach") and, except for a breach of the representation and warranty set forth in subsection (b)(i), where such breach is a result of the Cut-Off Date Principal Balance of a Mortgage Loan being greater, by \$5,000 or greater, than the Cut-Off Date Principal Balance of such Mortgage Loan indicated on the Mortgage Loan Schedule, that such breach materially and adversely affects the interests of the Certificateholders in the related Mortgage Loan, the party discovering such breach shall give prompt written notice (not to exceed two days after discovery) to the other parties to this Agreement and the Custodian (any Custodian being so obligated under a Custodial Agreement). Within 60 days of the earlier of its discovery or its receipt of notice of any such breach, the Depositor shall cure such breach in all material respects or shall either (i) repurchase the Mortgage Loan or any property acquired in respect thereof from the Trust Estate at a price equal to the Repurchase Price. . . .</p> <p>§ 2.02 If the Trustee receives written notice from the Custodian or the Master Servicer that the defect is not cured by the Depositor within 60 days after the Trustee's notice, the Trustee shall enforce the Depositor's obligation to repurchase such Mortgage Loan or substitute for such Mortgage Loan in accordance with the provisions of this Section 2.02.</p>

Trust & Plaintiffs	Theory	Provision ¹
WFMBS 2006-7 (BR)	Events of Default and Prudent Person Duties	<p>§ 7.01 In case one or more of the following Events of Default by the Master Servicer shall occur and be continuing, that is to say:</p> <p>...</p> <p>(iii) any failure on the part of the Master Servicer duly to observe or perform in any material respect any other of the covenants or agreements on the part of the Master Servicer in the Certificates or in this Agreement, which continues unremedied for a period of 60 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Master Servicer by the Trustee or the Depositor, or to the Master Servicer and the Trustee by the holders of Certificates evidencing in the aggregate not less than 25% of the aggregate Voting Interest represented by all Certificates...</p> <p>§ 8.01 In case an Event of Default of which a Responsible Officer of the Trustee shall have actual knowledge has occurred (which has not been cured), the Trustee, subject to the provisions of Sections 7.01, 7.03, 7.04 and 7.05, shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.</p> <p>§ 8.01 The Trustee shall not be required to take notice or be deemed to have notice or knowledge of any default or Event of Default unless a Responsible Officer of the Trustee shall have received written notice or obtained actual knowledge thereof. In absence of such notice or actual knowledge, the Trustee may conclusively assume that there is no default or Event of Default.</p>
WFMBS 2006-9 (BR)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.03(c) Upon discovery by any of the Depositor, the Master Servicer, the Trustee or the Custodian that any of the representations and warranties made in subsection (b) above is not accurate</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>(referred to herein as a “breach”) and, except for a breach of the representation and warranty set forth in subsection (b)(i), where such breach is a result of the Cut-Off Date Principal Balance of a Mortgage Loan being greater, by \$5,000 or greater, than the Cut-Off Date Principal Balance of such Mortgage Loan indicated on the Mortgage Loan Schedule, that such breach materially and adversely affects the interests of the Certificateholders in the related Mortgage Loan, the party discovering such breach shall give prompt written notice (not to exceed two days after discovery) to the other parties to this Agreement and the Custodian (any Custodian being so obligated under a Custodial Agreement). Within 60 days of the earlier of its discovery or its receipt of notice of any such breach, the Depositor shall cure such breach in all material respects or shall either (i) repurchase the Mortgage Loan or any property acquired in respect thereof from the Trust Estate at a price equal to the Repurchase Price. . . .</p> <p>§ 2.02 If the Trustee receives written notice from the Custodian or the Master Servicer that the defect is not cured by the Depositor within 60 days after the Trustee’s notice, the Trustee shall enforce the Depositor’s obligation to repurchase such Mortgage Loan or substitute for such Mortgage Loan in accordance with the provisions of this Section 2.02.</p>
WFMBS 2006-9 (BR)	Events of Default and Prudent Person Duties	<p>§ 7.01 In case one or more of the following Events of Default by the Master Servicer shall occur and be continuing, that is to say:</p> <p>. . .</p> <p>(iii) any failure on the part of the Master Servicer duly to observe or perform in any material respect any other of the covenants or agreements on the part of the Master Servicer in the Certificates or in this Agreement, which continues unremedied for a period of 60 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Master Servicer by the Trustee or the Depositor, or to the Master Servicer and the Trustee by the holders of Certificates evidencing in the aggregate not less than 25% of the aggregate Voting Interest represented by all Certificates. . .</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>§ 8.01 In case an Event of Default of which a Responsible Officer of the Trustee shall have actual knowledge has occurred (which has not been cured), the Trustee, subject to the provisions of Sections 7.01, 7.03, 7.04 and 7.05, shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.</p> <p>§ 8.01 The Trustee shall not be required to take notice or be deemed to have notice or knowledge of any default or Event of Default unless a Responsible Officer of the Trustee shall have received written notice or obtained actual knowledge thereof. In absence of such notice or actual knowledge, the Trustee may conclusively assume that there is no default or Event of Default.</p>
WFMBS 2007-5 (BR)	R&W Breaches/Document Deficiencies Duties	<p>§ 2.03(c) Upon discovery by any of the Depositor, the Master Servicer, the Trustee or the Custodian that any of the representations and warranties made in subsection (b) above is not accurate (referred to herein as a "breach") and, except for a breach of the representation and warranty set forth in subsection (b)(i), where such breach is a result of the Cut-Off Date Principal Balance of a Mortgage Loan being greater, by \$1,000 or greater, than the Cut-Off Date Principal Balance of such Mortgage Loan indicated on the Mortgage Loan Schedule, that such breach materially and adversely affects the interests of the Certificateholders in the related Mortgage Loan, the party discovering such breach shall give prompt written notice (not to exceed two days after discovery) to the other parties to this Agreement and the Custodian (any Custodian being so obligated under a Custodial Agreement). Within 60 days of the earlier of its discovery or its receipt of notice of any such breach, the Depositor shall cure such breach in all material respects or shall either (i) repurchase the Mortgage Loan or any property acquired in respect thereof from the Trust Estate at a price equal to the Repurchase Price. . . .</p> <p>§ 2.02</p>

Trust & Plaintiffs	Theory	Provision ¹
		<p>If the Trustee receives written notice from the Custodian or the Master Servicer that the defect is not cured by the Depositor within 60 days after the Trustee's notice, the Trustee shall enforce the Depositor's obligation to repurchase such Mortgage Loan or substitute for such Mortgage Loan in accordance with the provisions of this Section 2.02.</p>
<p>WFMBS 2007-5 (BR)</p>	<p>Events of Default and Prudent Person Duties</p>	<p>§ 7.01 In case one or more of the following Events of Default by the Master Servicer shall occur and be continuing, that is to say:</p> <p>...</p> <p>(iii) any failure on the part of the Master Servicer duly to observe or perform in any material respect any other of the covenants or agreements on the part of the Master Servicer in the Certificates or in this Agreement, which continues unremedied for a period of 60 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Master Servicer by the Trustee or the Depositor, or to the Master Servicer and the Trustee by the holders of Certificates evidencing in the aggregate not less than 25% of the aggregate Voting Interest represented by all Certificates;</p> <p>§ 8.01 In case an Event of Default of which a Responsible Officer of the Trustee shall have actual knowledge has occurred (which has not been cured), the Trustee, subject to the provisions of Sections 7.01, 7.03, 7.04 and 7.05, shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.</p> <p>§ 8.01 The Trustee shall not be required to take notice or be deemed to have notice or knowledge of any default or Event of Default unless a Responsible Officer of the Trustee shall have received written notice or obtained actual knowledge thereof. In absence of such notice or actual knowledge, the Trustee may conclusively assume that there is no default or Event of Default.</p>